

MAR 23 1976 -2 10 PM

PARTIAL RELEASE OF ASSIGNMENT

WHEREAS, UNITED STATES RAILWAY LEASING COMPANY (herein called the "Company") has heretofore executed and delivered to FIRST NATIONAL BANK OF MINNEAPOLIS (herein called the "Trustee"), as Trustee under Agreement and Indenture (Security Agreement) dated March 1, 1973, as amended by Supplemental Agreement dated as of December 22, 1975 (together herein called the "Indenture"), by and between the Trustee and the Company, that certain Assignment of Lease (herein called the "Assignment") dated as of March 1, 1973, wherein and whereby, among other things, the Company assigned to the Trustee all of the Company's right, title and interest, as Lessor, under that certain Lease Agreement dated October 20, 1972, (herein called "Lease"), between the Company, as lessor, and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, as lessee, covering 150 units of railroad equipment (herein called "Leased Equipment") therein described; which said Lease has heretofore been filed and recorded with the Interstate Commerce Commission pursuant to Section 20(c) of the Interstate Commerce Act, as Recordation No. 6804; and

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission pursuant to Section 20(c) of the Interstate Commerce Act as Recordation No. 6804-A; and

WHEREAS, the Leased Equipment includes the following (herein called the "Subject Equipment"), to-wit:

Six (6) 100 ton 4740 cu. ft. covered hopper cars, bearing car reporting marks MILW 100503, 100507, 100544, 100553, 100600 and 100649;

and

WHEREAS, the Trustee desires to release from the lien of the Assignment, any and all rights under the Lease insofar as the same pertains to the Subject Equipment.


NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, and pursuant to the provisions of Section 4.2B of the aforementioned Indenture, the Trustee hereby releases and reassigns to the Company, the Assignment insofar as the same pertains to the Subject Equipment and the Lease thereof, but not otherwise.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF MINNEAPOLIS, as Trustee as aforesaid, has caused this instrument


FIRST NATIONAL BANK OF MINNEAPOLIS,
as Trustee

By: [Signature]
Vice President

ATTEST:


Trust Officer

On this 15th day of March, 1976, before me personally appeared C. M. TIDEN and J. E. ANDERSON, to me personally known, who being by me duly sworn, say that they are a VICE PRESIDENT and Trust Officer of FIRST NATIONAL BANK OF MINNEAPOLIS, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

XX
 J. A. QUALE
 NOTARY PUBLIC - MINNESOTA
 HENNEPIN COUNTY
 My Commission Expires Jan. 29, 1983
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